

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO. 45/2025 OF 11TH APRIL 2025

BETWEEN

SAFARICK ENTERPRISES

LIMITED APPLICANT

AND

THE MANAGING DIRECTOR,

NUMERICAL MACHINING COMPLEX LIMITED1ST RESPONDENT

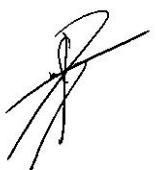
NUMERICAL MACHINING COMPLEX LIMITED2ND RESPONDENT

PRIDE YEAR MARKETING LIMITED..... INTERESTED PARTY

Review against the decision of the Managing Director, Numerical Machining Complex Limited in relation to Tender No. NMC/ONT/14/2024-2025 for the Proposed Supply and Delivery of Zinc Ingots 99.95% Purity for a period of One (1) Year Framework Contract.

BOARD MEMBERS PRESENT

- | | |
|------------------------------------|--------------|
| 1. Mr. George Murugu, FC Arb. & IP | -Chairperson |
| 2. Ms. Jessica M'mbetsa | -Member |
| 3. Dr. Susan Mambo | -Member |



IN ATTENDANCE

1. Mr. Philemon Kiprop - Holding brief for Acting Board Secretary
2. Ms. Christabel Kaunda - Secretariat

PRESENT BY INVITATION

APPLICANT

Ms. Venic Kerubo

SAFARICK ENTERPRISES LIMITED

Advocate, A.E. Kiprono & Associates Advocates

RESPONDENTS

THE MANAGING DIRECTOR,

**NUMERICAL MACHINING COMPLEX
LIMITED,**

**NUMERICAL MACHINING COMPLEX
LIMITED**

Mr. Symon Yator

Advocate

Mr. George Makateto

Ag, Managing Director, Numerical Machining
Complex Limited

INTERESTED PARTY

Ms. Sharon Kado

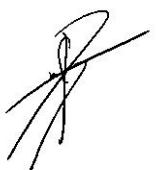
PRIDE YEAR MARKETING LIMITED

Advocate, Kounah & Company Advocates

BACKGROUND OF THE DECISION

The Tendering Process

1. Numerical Machining Complex Limited (hereinafter referred to as "the Procuring Entity") invited eligible tenderers to submit tenders in response to Tender No. NMC/ONT/14/2024-2025 for the Proposed Supply and



Delivery of Zinc Ingots 99.95% Purity for a period of One (1) Year Framework Contract (hereinafter referred to as the “subject tender”) using an open national method of tendering and by way of an advertisement placed on the Procuring Entity’s website (www.nmc.go.ke) and PPIP website (www.tenders.go.ke) on 18th February 2025 with a submission deadline of 28th February 2025, on or before 11.00 a.m.

Tender Submission Deadline and Tender Opening

2. According to the Tender Opening Committee, seven (7) tenderers participated in response to the subject tender within the tender submission deadline of 28th February 2025. The said seven (7) tenderers were recorded in the tender opening minutes for the subject tender dated 28th February 2025 (hereinafter referred to as “Tender Opening Minutes”) as follows:

Bid No	Name of Bidder
1.	Atlantick Express Investment Ltd
2.	Flymax Investment Company Ltd
3.	Pride Year Marketing Ltd
4.	Tunasco Insaat A.S
5.	Razor Brand Ventures Ltd
6.	Safarick Enterprises Ltd
7.	Lanmax Solutions Ltd




Evaluation of Tenders

5. A Tender Evaluation Committee (hereinafter referred to as the "Evaluation Committee") as appointed by the 1st Respondent on 28th February 2025 undertook evaluation of the seven (7) tenders in the following three stages as recorded in the Tender Evaluation Committee Minutes as prepared by the Tender Evaluation Committee Secretary on 19th March 2025 (hereinafter referred to as the "Evaluation Minutes"):
- i. Mandatory Preliminary Evaluation;
 - ii. Technical Evaluation;
 - iii. Financial Evaluation.

Mandatory Preliminary Evaluation

6. At this stage of evaluation, the Evaluation Committee was required to examine tenders using the criteria set out in Section III – Evaluation and Qualification Criteria, more specifically at the table marked Mandatory Requirements at pages 32 and 33 of the blank tender document issued to prospective tenderers by the Procuring Entity (hereinafter referred to as "the Tender Document").
7. Tenders were required to satisfy all the 16 mandatory requirements at this stage to qualify to proceed for evaluation at the Technical Evaluation Stage. A failure to satisfy any one of the 16 mandatory requirements would render a tender non-responsive at this stage. However, criterion



11 on providing the Manufacturer Authorization form in the format provided was waived for all parties.

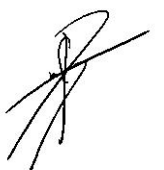
8. At the end of evaluation at this stage, four (4) out of the seven (7) tender bids were found non-responsive. Accordingly, the remaining three (3) tender bids, including those submitted by the Applicant and the Interested Party were found responsive and therefore proceeded for evaluation at the Technical Evaluation Stage.

Technical Evaluation

9. At this stage of evaluation, the Evaluation Committee was required to examine tenders using the criteria set out in the table marked 'Technical Requirements' at pages 33 and 34 of the blank Tender Document. Tenders were required to attain a pass mark of 80% to proceed to the financial evaluation stage.
10. At the end of technical evaluation, only one (1) tender bid, being that of the Interested Party herein, was determined to be responsive and was thus considered to be eligible to proceed to financial evaluation.

Financial Evaluation

11. The Evaluation Committee herein was required to examine tenders using the criteria set out at page 34 of the blank Tender Document where *inter alia* the bidder quoted with the lowest price having attained the



minimum threshold of 80% at the technical evaluation stage and being determined responsive at the preliminary evaluation stage would be recommended for contract award.

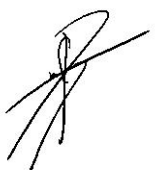
12. It was determined that the Interested Party herein, having been found responsive at the preliminary evaluation stage and having attained the minimum threshold of 80% at the technical evaluation stage with a score of 82% had quoted the lowest unit bid price of Kshs. 794.83 per Kg inclusive of all applicable taxes.

Recommendation for Award

13. The Evaluation Committee recommended award of the subject tender to the Interested Party being the lowest evaluated tenderer at the unit tender price of **Kenya Shillings Seven Hundred and Ninety Four, Cents Eighty-Three (Kshs. 794.83)** per kilo inclusive of all applicable taxes.

Professional Opinion

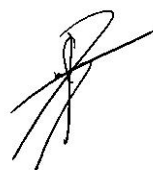
14. In a Professional Opinion dated 25th March 2025 prepared by the 2nd Respondent's Head Supply Chain Management to the 1st Respondent, the Head Supply Chain Management agreed with the recommendation by the Evaluation Committee in awarding the tender contract to the Interested Party as per its recommendation of 19th March 2025.



15. The Head Supply Chain Management confirmed that the Procuring Entity had duly followed the procurement process in accordance with the various relevant provisions of the Public Procurement and Asset Disposal Act 2015 (hereinafter referred to as 'the Act') leading to recommendation of award of contract to the Interested Party's lowest evaluated price.
16. The Head Supply Chain Management further confirmed that the recommended prices were within the indicative market prices and further, that there was sufficient budgetary allocation for the same.
17. The Head Supply Chain Management in their professional opinion also cautioned that the goods relating to the subject tender were required for a commercial work order thus were under very strict timeline therefore failure by the lowest evaluated bidder in adhering to the timelines would lead to cancellation of the contract and re-tendering.

Notification of Intention to Award

18. Parties were informed of the outcome of the tender evaluation process *vide* correspondence dated 28th March 2025 sent out to parties vide their respective email addresses to the effect that the Interested Party had emerged as the lowest responsive bidder as well as reasons why their respective bids were not considered for award of contract.



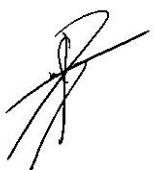
Notification of Award

19. *vide* correspondence dated 11th April 2025, the 2nd Respondent herein notified the Interested Party of its decision to award it the subject tender at the accepted tender sum of **Kenya Shillings Seven Hundred and Ninety Four, Cents Eighty-Three (Kshs. 794.83)** per kilo inclusive of all applicable taxes.
20. Accordingly, the subject tender's contract was to be signed within 28 days from the date of the said correspondence. Additionally, upon instruction to commence the contract works by way of a call-off notification, the Interested Party was required to furnish a Performance Security of 10% of the Contract Value within 28 days in accordance with conditions of contract.

REQUEST FOR REVIEW

21. Dissatisfied with the outcome of the tender evaluation process, the Applicant herein, on 11th April 2025 filed a Request for Review dated 10th April 2025 together with a Supporting Statement of even date sworn by Haboney Adan Golow, its Director, through the firm of Messrs. A.E. Kiprono & Associates Advocates, seeking the following orders:

a) An order annulling and setting aside the Respondents' decision rendering unsuccessful the Applicant's bid for Tender No. NMC/ONT/14/2024-2025, for the proposed



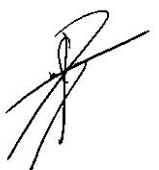
supply and delivery of zinc ingots 99.95% purity for a period of one (1) year framework contract.

b) An order annulling and setting aside the 1st Respondent's decision to award Tender No. NMC/ONT/14/2024-2025, for the proposed supply and delivery of zinc ingots 99.95% purity for a period of one (1) year framework contract to the Interested Party.

c) A declaration that the 1st Respondent's decision to award the Applicant seven (7) marks under paragraph 8 of the technical evaluation criteria as opposed to the maximum score of ten (10) marks is contrary to the provisions of section 79 (1) and 80 (2) & (3) of the Act and therefore null and void.

d) An order directing the Respondents to re-instate the Applicant's tender and re-evaluate the same at the technical evaluation stage in accordance with the provisions of the tender document, Sections 79 (1) and 80 (2) & (3) of the Act and the Board's directions in this request for review.

e) Costs of the request for review be granted to the Applicant.

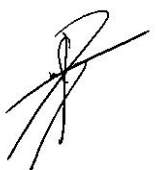
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f) Any other relief that the Review Board deems fit to grant under the circumstances.

22. In a Notification of Appeal and a letter dated 11th April 2025, Mr. James Kilaka, the Acting Board Secretary of the Public Procurement Administrative Review Board (hereinafter referred to as the "Board"), notified the Respondents of the filing of the Request for Review and the suspension of the procurement proceedings for the subject tender, while forwarding to the Respondents a copy of the Request for Review together with the Board's Circular No. 02/2020 dated 24th March 2020, detailing administrative and contingency measures to mitigate the spread of COVID-19. Further, the Respondents were requested to submit a response to the Request for Review together with confidential documents concerning the subject tender within five days from 11th April 2025.
23. In opposition to the Request for Review, the Respondents herein on 17th April 2025 filed their Memorandum of Response thereto which Replying Affidavit was sworn by the 1st Respondent.
24. The Acting Board Secretary thereafter issued a Hearing Notice dated 17th April 2025 inviting the parties herein and all bidders by extension to the virtual hearing of the matter scheduled for Thursday, 24th April 2025 between 14.00 and 16.00 hours.



25. However, the Hearing did not proceed as scheduled but only proceeded on 28th April 2025 because of the Board's unfavorable schedule necessitating administrative rescheduling of the same.
26. The Applicant thereafter filed a Further Affidavit dated 22nd April 2025 and sworn by its Director Haboney Adan Golow in response to the Respondent's Memorandum of Response of 17th April 2025 and in support of its Supporting Affidavit of 10th April 2025.
27. On their part, the Interested Party through its Advocates on record entered appearance 23rd April 2025. The Interested Party thereafter filed a Memorandum of Response in the form of a Replying Affidavit dated 28th April 2025 and sworn by Tejvir Singh Rana, its Director together with its Written Submissions dated similarly dated 28th April 2024.
28. When the Board convened for the Hearing on 28th April 2025 at 2.00PM, counsel for the Interested Party sought to have the matter adjourned because they had not organized their affairs because of late service of the matter on them. The Board thereafter, in consideration of the Application and cognizant of the fact that proceedings before it were statutorily time-bound, allowed the adjournment and thereafter issued directions to the effect that the matter would be canvassed by way of written submissions to be filed and exchanged as directed.

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29. Parties were also informed that the instant Request for Review having been filed on 11th April 2025 was due to expire on 2nd May 2025 and that the Board would communicate its decision on or before 2nd May 2025 to all parties via email to their respective last known email addresses.

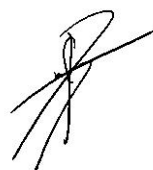
PARTIES CASES

Applicant's Case

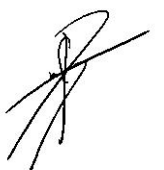
30. *vide* its pleadings on record, being the Request for Review and Statement in Support thereto of 10th April 2025, Further Affidavit of 22nd April 2025 and written submissions dated 29th April 2025, the crux of the Applicant's case was that the Respondents' Tender Evaluation Committee erroneously and unfairly evaluated its bid at the Technical Evaluation Stage leading to it being found non-responsive.

31. It was the Applicant's case that upon receipt of the Notification of Intention to Award on 28th March 2025 and feeling aggrieved by the reason given to it for its non-suitability for award, requested a debrief session with the 2nd Respondent with a view to raising queries on the technical evaluation scoring *vide* correspondence of 1st April 2025.

32. It was the Applicant's further case that it was thereafter invited to a debrief session by the 2nd Respondent on 4th April 2025 where its representative, an Operations Manager, was verbally informed that the Applicant had scored 79% thus was still below the required threshold of 80% for purposes of proceeding to financial evaluation.



33. It was the Applicant's case that the Respondents did not serve it with any letter following the debrief session until 14th April 2025, at which point it had already filed the instant Request for Review Application. Nevertheless, the Applicant relied on the contents of the 2nd Respondent letter dated 4th April 2025 in further building its case to the effect that the 2nd Respondents Tender Evaluation Committee had incorrectly evaluated its submitted tender bid.
34. It was the Applicant's further case that in evaluating and subjecting its submitted tender to the Tender's technical requirements, the 2nd Respondent's Evaluation Committee did not correctly apply the evaluation criteria set out in the tender document specifically in clause 2.2 (B) paragraphs 8 and 11.
35. Moreover, that in its erroneous evaluation, the 2nd Respondent's Evaluation Committee acted contrary to clauses 28.1 and 33.1 of Instruction to Tenderers, clauses 1.2 and 2.1 (a) of the evaluation and qualification criteria as per the subject tender's Tender Document as well as contravention Section 80 (2) & (3) of the Act and Regulation 30 (a) & 76(1) of the Public Procurement and Asset Disposal Regulations 2020 (hereinafter referred to as 'the Regulations').
36. It was the Applicant's further case with respect to its evaluation as per criterion 8 of the Technical Evaluation that the 2nd Respondent's Evaluation Committee was misguided in its blanket decision of only



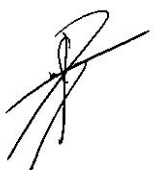
awarding participant bidders 7 out of the possible 10 marks on the basis that no party was capable of availing the subject tender goods within 24 hours despite the same being a part of the criterion.

37. Additionally, it was the Applicant's further case that not only was the Procuring Entity's rationale devoid of merit as tenderers were not required to provide proof to substantiate their assertions with respect to their capacity to provide the zinc ingots within 24 hours but that with specific regard to its case, that it had the economical, professional and technical capabilities from years of operation and experience to quantify its assertion of delivery within 24 hours, which it was equally not required to demonstrate.

38. It was the Applicant's case therefore, that the Procuring Entity's decision to award the subject tender to the Interested Party at the global tender sum of Kshs. 80,214,445.44 was not in its best interests in view of its assertion that it (the Applicant) was the lowest responsive bidder with a global bid sum of Kshs. 69,087,510.84. It was the Applicant's case that such award was therefore in contravention of the principles of public procurement on value for money as the Procuring Entity stood to save Kshs. 11,126,934.60 had it correctly evaluated the Applicant's bid

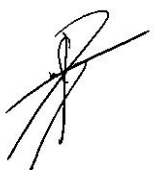
Respondent's Case

39. *vide* its pleadings on record, being the Replying Affidavit dated 17th April 2025 and written submissions of 29th April 2025, it was the



Respondents' case in general that the 2nd Respondent's Evaluation Committee evaluated all bids that had qualified for technical evaluation fairly and that the Applicant had failed to meet the 80% threshold required to proceed to financial evaluation.

40. It was the Respondents' further case that all bidders had been fairly subjected to the technical evaluation criteria as laid out in the tender document and in line with the various relevant provisions of both the Act and the Regulations and that consequently Applicant had failed to prove how it had been unfairly treated in that regard.
41. It was the Respondents' further case that in any event, only parties that had met the technical evaluation threshold of 80% would be proceeding to the next stage of the procurement process where they would be subjected to financial evaluation, which in the circumstances ended up only being the Interested Party.
42. It was the Respondents' case that the Applicant had scored 76% at the technical evaluation stage, which position had been explained to the Applicant's representative during the debriefing exercise and who according to the Respondents refused to accept the correspondence addressed to it in person on instruction from his bosses.
43. It was therefore the Respondents' case that in light of the Applicant's submitted tender bid failing to meet the technical evaluation threshold of


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80%, it did not proceed to financial evaluation thus the sum quoted was not considered, regardless of where the same ranked in comparison with that of the Interested Party.

44. Furthermore, at the Financial Evaluation stage, it was the Respondents' case that the 2nd Respondent's Evaluation Committee correctly evaluated the Interested Party's submitted tender bid price, finding it both within budget and within indicative market range, ultimately finding that the Interested Party had met the financial evaluation criteria thus making it eligible for award of the subject tender.
45. It was also the Respondents' case that the Applicant had self-sabotaged at the technical evaluation stage with respect to criteria 1 and 2 in its actions of providing inaccurate evidence of proof of similar works done in the past lost it marks at the technical evaluation stage.
46. It was also the Respondents' case that in any event that the Applicant's Request for Review Application had been brought before the Board after the lapse of the statutory 14-day period thus the same was improper and ripe for dismissal with costs.

Interested Party's Case

47. *vide* its pleadings on record, being the Replying Affidavit dated 28th April 2025 and written submissions of 28th April 2025, it was the Interested Party's case on its part that it had been awarded the subject



tender on merit through an open, competitive and transparent procurement process.

48. It was the Interested Party's case that it had fully complied with the requirements of the subject tender's blank Tender Document with the tender sum quoted being competitively priced hence it being awarded the subject tender was in line with the provisions of Section 86(1)(a) of the Act which prioritized the lowest evaluated responsive tender and not the lowest price.
49. It was the Interested Party's further case that in any event, it was not involved in the 2nd Respondent's Tender Evaluation Committee's internal deliberations and neither did it have any control over the technical evaluation scores awarded to other bidders.
50. It was the Interested Party's further case that they were never served with pleadings relating to the instant matter and only became aware of the same through informal channels and physically visiting the Board's offices to file their Notice of Appointment. According to them, it was prejudicial to have a case advanced against them without being accorded a fair right to trial, which included being given ample time to file responses thereto.
51. It was the Interested Party's further case that in any event, it had nothing to do with the acts complained about by the Applicant thus had been wrongly enjoined in the suit.



52. It was thus the Interested Party's case in aligning itself with the position held by the Respondents that the award to it had been made freely and fairly, in compliance with all relevant statutes on the same thus the Applicant's Application was without merit and that the same was ripe for dismissal with costs to it.

BOARD'S DECISION

53. The Board has considered each of the parties' cases, documents, pleadings, written submissions, authorities together with confidential documents submitted to the Board by the 1st Respondent pursuant to Section 67(3)(e) of the Act and finds the issues that arise for determination are:

i. Whether the Board has jurisdiction to hear and determine the instant Request for Review

In determining this issue, the Board will make a determination on whether the Request for Review as filed was lodged within the statutory period of 14 days stipulated under Section 167(1) of the Act.

Depending on the determination of issue (i) hereinabove,

ii. Whether the Applicant's bid was fairly evaluated by the 2nd Respondent's Tender Evaluation Committee at the technical evaluation stage ;



iii. What orders should the Board grant in the circumstances?

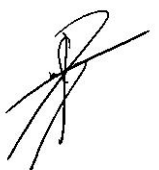
The Board will now proceed to address the issues framed for determination as follows:

Whether the Board has jurisdiction to hear and determine the instant Request for Review

54. Before the Board proceeds to make its substantive decision on the instant Request for Review, it must first address the question of whether it has jurisdiction to listen to and determine the Application before it as raised by the Respondents' through its pleadings and specifically at paragraph 4 of the Memorandum of Response dated 17th April 2024. The same is reproduced hereunder for ease of reference:

"4. THAT, the Respondents aver that, for unexplained reasons, the Application has been brought to the Board after the lapse of fourteen (14) days from the date of notification of tender in contravention of Section 167(1) of the Public Procurement and Asset Disposal Act (PPADA) 2015 and ought to be dismissed with costs. (See Annexure hereto marked "GM2")."

55. It is trite law that courts and decision making bodies can only act in cases where they have jurisdiction and when a question arises, a Court or tribunal seized of a matter must, as a matter of prudence, enquire into



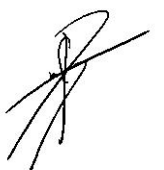
it before doing anything concerning such a matter in respect of which it is raised.

56. Black's Law Dictionary, *8th Edition*, defines jurisdiction as:

"... the power of the court to decide a matter in controversy and presupposes the existence of a duly constituted court with control over the subject matter and the parties ... the power of courts to inquire into facts, apply the law, make decisions and declare judgment; The legal rights by which judges exercise their authority."

57. The celebrated case of **The Owners of the Motor Vessel "Lillians" -v- Caltex Oil Kenya Ltd (1989) KLR 1** traversed the issue of jurisdiction at length therein where Nyarangi J.A. (as he then was) held that:

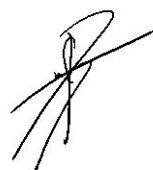
"I think that it is reasonably plain that a question of jurisdiction ought to be raised at the earliest opportunity and the court seized of the matter is then obliged to decide the issue right away on the material before it. Jurisdiction is everything, without it, a court has no power to make one more step. Where a court has no jurisdiction there would be no basis for continuation of proceedings pending other evidence. A court of law downs tools in respect of the matter before it the moment it holds that it is without jurisdiction."



58. The Supreme Court in the case of **Kenya Hotel Properties Limited v Attorney General & 5 others (Petition 16 of 2020) [2022] KESC 62 (KLR) (Civ) (7 October 2022) (Judgment)** further stated that:

"On our part, and this is trite law, jurisdiction is everything as it denotes the authority or power to hear and determine judicial disputes. It was this court's finding in In R v Karisa Chengo [2017] eKLR, that jurisdiction is that which grants a court authority to decide matters by holding;

"By jurisdiction is meant the authority which a court has to decide matters that are litigated before it or take cognizance of matters presented in a formal way for its decision. The limits of this authority are imposed by the statute, charter or commission under which the court is constituted, and may be extended or restricted by like means. If no restriction or limit is imposed, the jurisdiction is said to be unlimited. A limitation may be either as to the kind and nature of the actions and matters of which the particular court has cognizance or as to the area over which the jurisdiction shall extend, or it may partake both these characteristics...where a court takes upon itself to exercise a jurisdiction which it does not possess, its decision amounts to nothing. Jurisdiction must be acquired before judgment is given."



59. The Board notes that it is a creature of statute by virtue of the provisions of Section 27(1) of the Act with Section 28 of the Act delineating its functions to be *inter alia* reviewing, hearing and determining tendering and asset disposal disputes.
60. The Jurisdiction of the Board is provided for under Part XV – Administrative Review of Procurement and Disposal Proceedings and specific at Section 167 of the Act, which provides for *inter alia*, what can and cannot be subject to review of procurement proceedings before the Board and when the same needs to be filed. The same is reproduced as hereunder:

"167. Request for a review

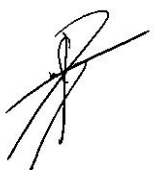
(1) Subject to the provisions of this Part, a candidate or a tenderer, who claims to have suffered or to risk suffering, loss or damage due to the breach of a duty imposed on a procuring entity by this Act or the Regulations, may seek administrative review within fourteen days of notification of award or date of occurrence of the alleged breach at any stage of the procurement process, or disposal process as in such manner as may be prescribed.

61. The Board thus surmises from the Respondents' averment that the question on jurisdiction arising is with respect to whether the Applicant adhered to the statutory timeline of 14 days in filing its Request for



Review for the same to be deemed properly filed in line with the provisions of Section 167(1) of the Act. The Board further understands that an answer to the same will determine whether it is sufficiently clothed with jurisdiction to further pronounce itself on the matter.

62. On its part, the Board understands the Respondents' case, *vide* the contents of paragraph 12(a) of its Memorandum of Response of 17th April 2025, to be that on 28th March 2025, it notified the Applicant of the Notification of Award *vide* correspondence of even date via email, receipt of which was duly acknowledged.
63. *Vide* paragraphs 6, 10 and 11 of its Affidavit in Support of the Request for Review of 10th April 2025 as well as paragraphs 4 and 5 of its Further Affidavit dated 22nd April 2025, the Applicant, in opposition to the Respondents' averments, gives its chronology of events from the point of Notification of Award to the eventual filing of the instant Request for Review Application before the Board.
64. From the foregoing, the Board infers the Respondents' position to be that the statutory timeline referred to in Section 167(1) of the Act began running from the time of transmission of the notification, being 28th March 2025, such that, according to them, the last day for filing any application before the Board was 10th April 2025.
65. The Board, however, deduces from the averments made by the Applicant that, for purposes of computation of time, the statutory timeline



began running on the day after the notification of intention to award—namely, 29th March 2025—such that the final day available to the Applicant for filing the instant Application was 11th April 2025.

66. Section 57 of the Interpretation and General Provisions Act, Chapter 2 Laws of Kenya (hereinafter referred to as 'IGPA') on the computation of time holds as follows:

"57. Computation of time

In computing time for the purposes of a written law, unless the contrary intention appears—

(a) a period of days from the happening of an event or the doing of an act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done;

(b) if the last day of the period is Sunday or a public holiday or all official non-working days (which days are in this section referred to as excluded days), the period shall include the next following day, not being an excluded day;

(c) where an act or proceeding is directed or allowed to be done or taken on a certain day, then if that day happens to be an excluded day, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards, not being an excluded day;

(d) where an act or proceeding is directed or allowed to be done or taken within any time not exceeding six days,



excluded days shall not be reckoned in the computation of the time.”

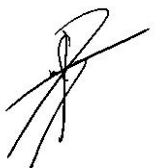
67. The Board notes that it is not in dispute that the 2nd Respondent informed the Applicant of the outcome of the tendering process vide correspondence sent out via email on 28th March 2025. In keeping with the provisions of Section 57(a) of IGPA, computation of time with respect to filing of an Application before the Board in this instance began exclusive of the day on which the event happened or the act or thing was done, that is, the day following the event.
68. Accordingly, the Board finds that time on the statutory time-period as provided for under the provisions of Section 167(1) of the Act started running on 29th March 2025 until 11th April 2025 as the last possible date available to the Applicant for purposes of filing an Application before the Board.
69. In view of the fact that the Applicant filed their Request for Review on 11th April 2025, the Board is satisfied that the same was filed within the statutory timelines provided for the same thus finds that it has requisite jurisdiction, by way of the provisions of Section 167(1) of the Act, to adjudicate on the matter and render a determination in accordance with the provisions of Sections 172 or 173 of the Act, as the case may be.
70. The Board thus settles in the affirmative the question posed by the Respondents as to whether it has jurisdiction to hear and determine the



instant Application before and shall now proceed to delve into the merits or lack thereof.

Whether the Applicant's bid was fairly evaluated by the 2nd Respondent's Tender Evaluation Committee at the technical evaluation stage

71. Having found that the Board has the requisite jurisdiction to hear and determine the instant Application, the Board shall now address itself on the Applicant's Request for Review Application filed on 11th April 2025.
72. From the respective pleadings filed by parties and rival submissions filed in support of their respective cases, the Board construes the major contention of the Applicant through its instant Application to be whether its bid was fairly evaluated by the 2nd Respondent's Tender Evaluation Committee at the technical evaluation stage.
73. The Board understands the Applicant's case to be that the 2nd Respondent's Tender Evaluation Committee failed to evaluate its bid fairly at the technical evaluation stage therefore that it was incorrect in finding that the Applicant's bid had failed to attain the minimum threshold of 80% required for it to proceed to the financial evaluation stage.
74. The Board further understands the Applicant's case to be that in evaluating and subjecting its tender to the subject tender's technical requirements, the 2nd Respondent's Tender Evaluation Committee did not

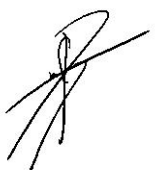


correctly apply the evaluation criteria set out in the tender document specifically in clause 2.2 (B) paragraphs 8 and 11, acting contrary to clauses 28.1 and 33.1 of Instruction to Tenderers, clauses 1.2 and 2.1 (a) of the evaluation and qualification criteria as well Sections 80 (2) & (3) of the Act and Regulations 30 (a) & 76(1) of the Regulations.

75. The Board however understands the Respondents' case to be that the 2nd Respondent's Tender Evaluation Committee evaluated the Applicant as well as all other bidders with utmost fairness at the technical evaluation stage, in line with the criteria as out in the Tender Document and in line with the relevant provisions of the Act to the effect that the only bids that proceeded to financial evaluation were those that met the 80% technical score threshold.

76. The Board further understands the Respondents' case to be that because it was only the Interested Party that met the threshold score of 80% with its score of 82%, it qualified for financial evaluation, wherein the 2nd Respondent's Tender Evaluation Committee, in considering the Interested Party's submitted bid price, found the same to be within budget, within range of indicative market prices and the lowest submitted bid price thus was justified in its award of the tender to it.

77. The Board further understands the Respondents' case to be that in any event, the Applicant jeopardized its own submitted tender bid when the

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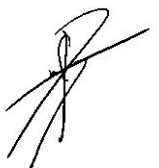
evidence of previous works done by it as availed could not be verified by the 2nd Respondent's Tender Evaluation Committee hence more reason why the Applicant's bid was found to be non-responsive.

78. The Board thus understands the Respondents' case to be that there was never any unfair treatment of the Applicant as the tendering process was competitive and guided by the principles of fairness, transparency, and value for money as set out under Section 3 of the Act and that disqualification of the Applicant's bid at the technical stage was not indicative of bias or unfairness, but the result of non-compliance with mandatory technical requirements.

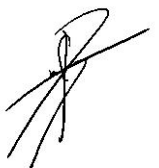
79. Turning to the Notification of Intention to Award dated 28th March 2025 addressed to the Applicant, the Board notes the reason for disqualification of the Application excerpted as follows:

"Your bid was not successful because you failed to attain the minimum technical score as stipulated in the tender document."

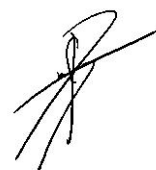
80. For ease of reference, the Board reproduces hereunder the Technical Evaluation Criteria together with the specific score attained by the Applicant as evaluated by the 2nd Respondent's Tender Evaluation Committee in correspondence shared by the 2nd Respondent to the Applicant dated 4th April 2025 and shared vide email on 14th April 2025:



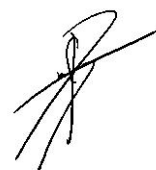
No.	Technical Requirements	Score	B6	Evaluation Committee Remarks
1.	<i>Tenderer must provide proof of having supplied similar goods within Kenya evidenced by contracts, LPOs within the past 5 years (2mrks per verified contract/LPO) – minimum of three contracts/LPOs required</i>	6	0	<i>Unanimous zero score because the evidence attached for previous supply of similar goods was established to be inaccurate after verification as specified</i>
2.	<i>Provide recommendation letters from five clients whom the tenderer has previously successfully supplied similar goods in Kenya within the past 5 years (2mrks per verified recommendation letter) – minimum of three recommendation letters required</i>	6	0	<i>Unanimous zero score because the evidence attached for previous supply of similar goods was established to be inaccurate after verification as specified</i>



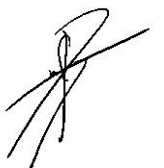
3.	<i>(a) Submit commitment letter to confirm that each and every batch of goods to be supplied under the contract must be accompanied with a certified factory test certificate or material datasheet</i>	2	2	<i>Compliant with full score</i>
	<i>(b) Attach sample of certified factory test certificate</i>	6	0	<i>Zero score because you did not attach the sample of a certified factory test certificate as specified</i>
4.	<i>Tenderer must commit in writing that all the prices quoted shall remain unchanged and valid for a period of 12 months after contract signing</i>	10	10	<i>Compliant with full score</i>
5.	<i>(a) Tenderer must confirm financial capability to undertake the proposed contract by providing copies of certified audited financial statements for the last three consecutive years i.e.,(2024, 2023, 2022) and must be dully signed by the Auditor and Director(s)</i>	5	5	<i>Compliant with full score</i>
	<i>(b) The tenderer must also attach a copy of valid practicing license of the tenderer's auditor, issued by ICPAK</i>	2	2	<i>Compliant with full score</i>



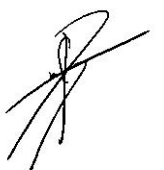
6.	<i>Tenderer must submit a recent certified letter from their bankers to confirm availability of minimum credit lines or overdraft facilities of Kshs.20 million (Kenya Shillings Twenty million)</i>	10	10	<i>Compliant with full score</i>
7.	<i>Tenderer must state the appropriate/ideal credit period if awarded the contract, i.e.;</i> <i>a) 120 days and above - 30 marks</i> <i>b) 90 days - 20 marks</i> <i>c) 60 days - 15 marks</i> <i>d) 45 days - 10 marks</i> <i>e) 30 days - 5 marks</i> <i>f) Cash on delivery (COD) - Zero (0) marks</i> <i>(Tenderer is required to choose their ideal/appropriate credit period depending on their financial capacity and not a choice to score more marks)</i>	30	30	<i>Compliant with full score</i>
8.	<i>State the practical lead time from date of order placement via LPO, i.e.;</i> <i>a) Delivery within one (1) day – 10 Marks</i> <i>b) Delivery within three (3) days – 7 Marks</i> <i>c) Delivery within seven (7) days – 5 Marks</i>	10	7	<i>Unanimous score of 7 points because the criteria requested for a practical lead time which all the evaluators</i>



	<i>Delivery above seven (7) days – 2 Marks</i>			<i>scored the same mark of 7 points for all qualifying bidders for this criteria based on past experience whereby the practical lead time on average for known dealers of Zinc ingots in the local market was at least within 3 days after LPO confirmation</i>
<i>9.</i>	<i>Tenderer must submit a commitment letter to conform that they shall comply with the specifications as per Part 2 of the Procuring Entity's requirements of the tender document for the tendered item</i>	<i>8</i>	<i>8</i>	<i>Compliant with full score</i>



10.	<i>Tenderer must submit a commitment letter to confirm that each batch of goods to be supplied under the proposed contract must be inspected/tested by the procuring entity's Inspection and Acceptance Committee before acceptance</i>	2	2	<i>Compliant with full score</i>
11.	<i>Tenderer must prepare and submit a proposed delivery schedule for tendered items if awarded the contract.</i>	3	0	<i>Unanimous zero score because the criteria specifically required tenderer to provide a delivery schedule proposal for the entire proposed framework contract quantities within the period of 12 months specified. You were non-compliant because you provided a delivery schedule for 24 hrs</i>



				<i>without any details of quantities or timelines within the proposed 12-month contract period</i>
	<i>Total</i>	<i>100%</i>	<i>76%</i>	


82. Article 227 (1) of the Constitution requires procurement of goods and services to be undertaken in a system that is fair, equitable, transparent, competitive and cost-effective and provides as follows:

"227. Procurement of public goods and services

(1) When a State organ or any other public entity contracts for goods or services, it shall do so in accordance with a system that is fair, equitable, transparent, competitive and cost-effective."

83. Sections 80(2) and (3) of the Act with respect to evaluation of tenders hold as follows:

"(2) The evaluation and comparison shall be done using the procedures and criteria set out in the tender documents and, in



the tender for professional services, shall have regard to the provisions of this Act and statutory instruments issued by the relevant professional associations regarding regulation of fees chargeable for services rendered.

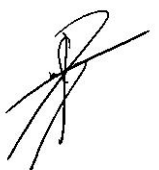
(3) The following requirements shall apply with respect to the procedures and criteria referred to in subsection (2)—

(a) the criteria shall, to the extent possible, be objective and quantifiable;

(b) each criterion shall be expressed so that it is applied, in accordance with the procedures, taking into consideration price, quality, time and service for the purpose of evaluation; and”

84. While still on the same, in ***Republic v Public Procurement Administrative Review Board & another; Premier Verification Quality Services (PVQS) Limited (Interested Party) Ex Parte Tuv Austria Turk [2020] eKLR*** the Court in its decision held as follows:

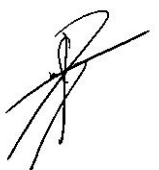
“In public procurement regulation it is a general rule that procuring entities should consider only conforming, compliant or responsive tenders. Tenders should comply with all aspects of the invitation to tender and meet any other requirements laid down by the procuring entity in its tender documents. Bidders should, in other words, comply with tender conditions; a failure to do so would defeat the



underlying purpose of supplying information to bidders for the preparation of tenders and amount to unfairness if some bidders were allowed to circumvent tender conditions. It is important for bidders to compete on an equal footing. Moreover, they have a legitimate expectation that the procuring entity will comply with its own tender conditions. Requiring bidders to submit responsive, conforming or compliant tenders also promotes objectivity and encourages wide competition in that all bidders are required to tender on the same work and to the same terms and conditions.

85. The upshot of the foregoing is that for it to be said that the public procurement process with respect to a tender has been carried out in the spirit and letter of the law to its ultimate completion, it is imperative that the entire process is fair, equitable, transparent and competitive and in keeping with the law.

86. Furthermore, where evaluation of tenders is concerned as part of the tendering process, the Board surmises from the foregoing that participating bidders have a legitimate expectation that the process will be carried out in accordance with the provisions of the tender document and the criteria laid out therein, in a free and fair manner, thereby ensuring that the most qualified bidder, as per the tender document requirements, is awarded the tender.



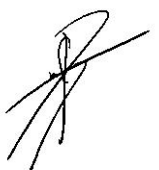
87. The Board shall therefore examine the 2nd Respondent's Tender Evaluation Committee's evaluation of, and remarks on, the Applicant's submitted tender bid, with particular focus on the categories in which it lost marks, for purposes of ascertaining whether the rationale applied was consistent with the outlined criteria and the spirit of the law, and makes the following remarks:

88. The Board notes the comments of the 2nd Respondent's Tender Evaluation Committee on the Applicant's responsiveness with respect to criteria 1 and 2 that the Applicant was awarded zero marks for the reason that the evidence supplied for the previous supply of similar goods was found to be inaccurate upon verification.

89. Black's Law Dictionary, *12th Edition*, defines '**to verify**' as follows:

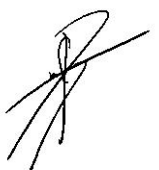
"To prove to be true; to establish the truth of; to confirm; to confirm the truth or truthfulness of; to check or test the accuracy or exactness of; to confirm or establish the authenticity of; to authenticate; to prove; to maintain; to affirm; to support; second; back as a friend. MacNeill v. Maddox, 194 Ga. 802, 22 S.E.2d 653, 654"

90. By extension, Black's Law Dictionary, *12th Edition*, defines '**verification**' as follows:

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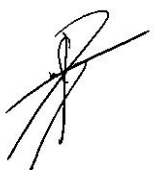
"Confirmation of correctness, truth, or authenticity by affidavit, oath, or deposition. McNamara v. Powell, Sup., 52 N.Y.S.2d 515,527"

91. The Board therefore appreciates, with respect to criteria 1 and 2, that any scoring and/or awarding of marks to the Applicant as a bidder was conditional and pegged on the verification by the 2nd Respondent's Tender Evaluation Committee of the evidence supplied for the previous supply of similar goods.
92. To this end, the Board is privy to the confidential information supplied to it by the 1st Respondent pursuant to Section 67(3)(e) of the Act, including correspondences exchanged between the 2nd Respondent and entities the Applicant submitted it had previously supplied goods to.
93. From the three (3) sets of correspondences therein, the Board notes that all three (3) mentioned entities denied having engaged with the Applicant and/or received goods from them as alleged. Without meaning to belabor the point as the trend is consistent with all three (3) entities involved.
94. The Board also notes with concern that for entities such as Agro-Chemical & Food Company Limited and Shell & BP Kenya, the Procuring Entity failed to obtain or record any response whatsoever regarding the Applicant's past performance. Notably, there was neither a positive confirmation nor a negative response from these referees. In the absence



of any adverse information or express disqualification, the Procuring Entity's decision to award zero marks to the Applicant in this criterion lacks a factual or evidentiary basis.

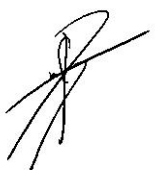
95. The Board notes with respect to the correspondences sent by the 2nd Respondent to Kenya Pipeline Company Limited, New Kenya Cooperative Creameries Limited and Nexgen Technologies Limited were all dated 9th April 2025.
96. The Board similarly notes with respect to the correspondence received by the 2nd Respondent from Kenya Pipeline Company Limited and similarly from New Kenya Cooperative Creameries Limited and Nexgen Technologies Limited, that they were all received on or about 15th April 2025.
97. Noting that tender evaluation was carried out on **19th March 2025** as confirmed by Evaluation Minutes of even date on the same, the Board in this instance fails to fathom the rationale behind scoring the Applicant zero marks on both criteria on 19th March 2025 based on verification information requested on 9th April 2025 and received by it on **15th April 2025**.
98. Furthermore, the Board finds it peculiar that the verification information with respect to technical evaluation was received days after



Notification of Award had been issued on the 28th of March, 2025 to the bidders

99. In view of the foregoing, it is very clear beyond peradventure that verification of the evidence supplied for the previous supply of similar goods by the 2nd Respondent's Tender Evaluation Committee was not done in accordance with the criteria as stipulated in the tender document as at the date of evaluation.
100. It then follows that this Board finds that the Applicant's bid was unfairly evaluated with respect to criteria 1 & 2 of the Technical Evaluation Criteria.
101. Moving on to the next criterion where the Applicant allegedly lost marks, the Board notes that the Applicant was awarded zero marks for failing to attach sample of certified factory test certificate in compliance with criterion 3(b). To this and in the absence of proof by the Applicant that they had attached a copy of the same, the Board finds no reason to interfere with the explanation given by the 2nd Respondent's Tender Evaluation Committee.
102. The Board notes that the Applicant also lost points at criterion 8 with the explanation for the same as given by the 2nd Respondent's Tender Evaluation Committee as follows:

"Unanimous score of 7 points because the criteria requested for a practical lead time which all the evaluators scored the

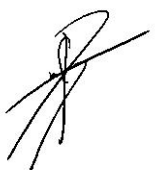


same mark of 7 points for all qualifying bidders for this criteria based on past experience whereby the practical lead time on average for known dealers of Zinc ingots in the local market was at least within 3 days after LPO confirmation

103. The Board notes particularly the following phrase “***evaluators scored the same mark of 7 points for all qualifying bidders***” therein, confirming through the Evaluation Minutes supplied to it as part of the confidential documents that indeed all tenderers were awarded a maximum of 7 points, in line with the explanation given.

104. It is not in dispute that the applicant in its bid submitted as having been capable of fulfilling criteria 8(a) attracting a full score of 10 marks as admitted to by the respondents in the replying affidavit of George Makaketo at paragraph 13(a) thereof however the reason supplied therein for not awarding the full marks is that the claim by the applicant to be capable of making supply within 24 hours of demand was impractical and exaggerated. The board wonders where this extraneous and highly subjective conclusion is to be found as a measurable criteria for evaluation in the tender document?

105. In considering the rival submissions made on this aspect of evaluation, the Board is inclined to agree with the Applicant insofar as finding fault with the manner in which the particular criterion was evaluated.



106. Section 80(2) of the Act paraphrased stipulates that the evaluation and comparison of tenders shall be done using the procedures and criteria set out in the tender document.
107. To this end, the Board finds that the tenders, specifically with respect to criterion number 8, ought to have been evaluated within the requirements of the subject criterion as it appeared in the subject tender document and not based on the Procuring Entity's past experience.
108. A plain reading of criterion 8 of the Technical Evaluation Criteria shows that tenderers were expected to state practical lead times without having to provide evidence in support of their statements, thus much as the Applicant might have wanted to adduce evidence in support of their statement, the said criterion did not accord it an avenue for the same.
109. In essence, the 2nd Respondent's Tender Evaluation Committee's rebuttable statement was then elevated to an irrefutable and conclusive statement with the effect of denying all eligible participant bidders the opportunity of scoring full marks on the same.
110. The Board is further aware of its decision in ***Suzan General Trading JLT vs. Kenya Airports Authority, PPARB No.16/2014***, where it expressed itself as follows:

"Where the score sheet states that a score is based on a maximum scoring method, the Procuring Entity should always ensure that the criteria enables the Procuring Entity to award



graduating marks based on a comparison of the information provided."

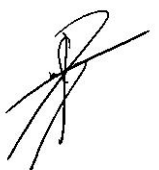
111. The Board notes that not only was the 2nd Respondent's Tender Evaluation Committee not objective in its evaluation, but it also failed to provide a proper basis for competition among the bidders, the ripple effect of which could detrimentally affect a bidder's chances of progressing to the next round of evaluation if criterion 8 were the determining factor.

112. Consequently, the Board also finds that the 2nd Respondent's Tender Evaluation Committee with respect to criterion 8 of the Technical Evaluation Requirements unfairly evaluated the Applicant's bid.

113. The Board notes that the final criterion where the Applicant claims its bid lost marks was criterion 11 where the Applicant as tenderer was expected to prepare and submit a proposed delivery schedule for tendered items if awarded the contract.

114. The Board notes that the Applicant was awarded zero marks on the same by the 2nd Respondent's Tender Evaluation Committee with the explanation thereof given as follows:

"Unanimous zero score because the criteria specifically required tenderer to provide a delivery schedule proposal for the entire proposed framework contract quantities within the period of 12 months specified. You were non-compliant

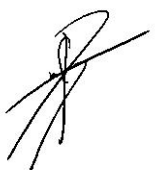
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because you provided a delivery schedule for 24 hrs without any details of quantities or timelines within the proposed 12-month contract period”

115. On its part, the Applicant argues that Criterion 11 merely required tenderers to submit a proposed delivery schedule for the tendered items, if awarded the contract, without prescribing specific terms or timelines. The Applicant further contends that since the resultant contract was a framework agreement with no defined quantities, deliveries would be made on a need basis as and when orders were placed by the Procuring Entity. Accordingly, any delivery schedule submitted by a tenderer would necessarily relate to individual orders placed from time to time, rather than to a fixed delivery plan for the entire year.

116. The Board notes that Criterion 11 required tenderers to prepare and submit a proposed delivery schedule for the tendered items upon contract award. The Board further observes that the Applicant complied with this requirement by submitting a work plan at page 168 of its tender, indicating a delivery timeline ranging between 2 to 24 hours.

117. The Board notes from the scoring sheet in the confidential documents that all eligible bidders were awarded zero marks under Criterion 11. In the absence of clear guidance from the Procuring Entity, bidders were only required to submit a delivery schedule, which could merit full marks based on stated timelines alone. Accordingly, the Evaluation Committee

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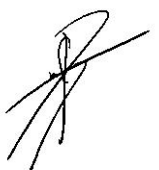
ought to have assessed the bidders based on the commitments and schedules submitted in their proposals and awarded marks appropriately.

118. The upshot of the foregoing is that the Board finds that the 2nd Respondent's Tender Evaluation Committee improperly and unfairly evaluated the Applicant's bid at the technical evaluation stage with respect to criteria 1, 2, 8 and 11.

119. The Board thus finds it necessary that the Applicant, as an eligible participating bidder, be re-admitted to the procurement process and that its bid be re-evaluated at the technical evaluation stage in conformity with the criteria laid out.

120. Based on the evaluation evidence, the Applicant appears to have been unfairly denied marks in key areas where documentation was provided and aligned with the tender requirements. If any doubts existed regarding the authenticity of the documents, the Procuring Entity ought to have invoked Section 83 of the Act rather than unilaterally awarding zero scores.

121. Separately and with the benefit of having had a look at the documents submitted by the 1st Respondent as part of its confidential documents, the Board finds it prudent to sound a warning against submission of forged and/or falsified documents as part of tender bids when applying for tenders.

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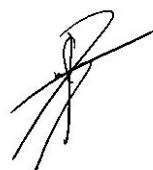
122. The Board is minded of the provisions of Section 66(1) of the Act on Corrupt, coercive, obstructive, collusive or fraudulent practice as well as conflict of interest as follows:

"(1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding."

123. The Board is also cognizant of the requirement of tender document on fraud and corruption and Appendix I which clearly stipulates that , A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract

124. The Board therefore urges Procuring Entities to be constantly vigilant to any instances of fraudulent practice as defined under section 2 of the Act, which includes a misrepresentation of facts conveyed through falsified documents while also reminding parties herein that such action may lead to disqualification in accordance with the tender document and in line with the provisions of Section 66 of the Act.

125. The Board, being aware of its functions as stipulated in Section 28 of the Act as well as the scope of exercise of the powers conferred upon it by Section 173 of the Act further cautions that it too can look into the



same and make suitable determinations thereon if the situation so necessitates.

What orders should the Board grant in the circumstances?

130. The Board finds that it has jurisdiction to hear and determine the Applicant's Request for Review Application of 11th April 2025.

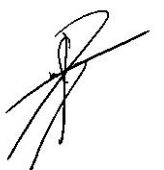
131. The Board further finds that the 2nd Respondent's Tender Evaluation Committee unfairly evaluated the Applicant's bid at the technical evaluation stage.

132. The upshot of these findings is that the instant Request for Review succeeds and the Board hereby issues the following final orders:

FINAL ORDERS

133. In exercise of the powers conferred upon it by Section 173 of the Public Procurement and Asset Disposal Act, No. 33 of 2015, the Board makes the following orders in this Request for Review:

1) The Preliminary Objection raised by the Respondents with respect to whether the Board has jurisdiction to listen to and determine the instant Request for Review be and is hereby dismissed.

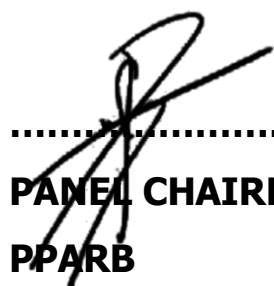



- 2) The Notification Letters dated 28th March 2025, addressed to the successful bidder (the Interested Party herein) and to the other unsuccessful bidders, including the Applicant, in respect of Tender No. NMC/ONT/14/2024-2025 for the Proposed Supply and Delivery of Zinc Ingots 99.95% Purity for a period of One (1) Year Framework Contract, be and are hereby nullified and set aside.**
- 3) The Procuring Entity is hereby directed to re-convene the Evaluation committee and admit the Applicant's bid, the Interested party's bid, and all other bids that had qualified for technical evaluation, and to re-evaluate them in accordance with the Technical Evaluation Criteria as provided for in the tender document, the Act and the Constitution including conducting due diligence pursuant to Section 83 of the Act, taking into account the Board's findings herein.**
- 4) The Respondents be and are hereby directed to proceed with the tender proceedings in Tender No. NMC/ONT/14/2024-2025 for the Proposed Supply and Delivery of Zinc Ingots 99.95% Purity for a period of one (1) year Framework Contract, to its lawful and logical conclusion taking note of the Board's findings herein**



5) In view of the fact that the procurement process is not complete, each party shall bear its own costs in the Request for Review.

Dated at NAIROBI, this 2nd day of May 2025.


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PANEL CHAIRPERSON
PPARB


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SECRETARY
PPARB

